

AUG 6/01 - signed by Judge

NP  
8/27/01

III - 98-023-RC

(03-98-0402)

cc Jan L. Vassallo  
Barbara

Laurie A. Butler / Amnworth Paint

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

RECEIVED

UNITED STATES OF AMERICA,

Plaintiff,

v.

JOTUN A/S,  
AMERON INTERNATIONAL CORP.,  
and THE VALSPAR CORP.

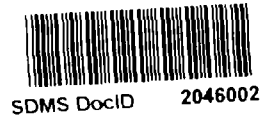
Defendants.

AUG 24 2001

EPA, Region III, ORC  
Site Remediation Branch I  
Civil Action No.

S01 CV 1544

Consent Decree



3D C32401T127

P. 5

CONSENT DECREE

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EPHS  
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**TABLE OF CONTENTS**

I.	BACKGROUND .....	1
II.	JURISDICTION .....	3
III.	PARTIES BOUND .....	3
IV.	DEFINITIONS .....	3
V.	REIMBURSEMENT OF PAST RESPONSE COSTS .....	5
VI.	STIPULATED PENALTIES .....	7
VII.	COVENANT NOT TO SUE BY PLAINTIFF .....	8
VIII.	COVENANT NOT TO SUE BY SETTling DEFENDANTS .....	9
IX.	EFFECT OF SETTLEMENT/ CONTRIBUTION PROTECTION .....	10
X.	ACCESS TO INFORMATION .....	12
XI.	RETENTION OF RECORDS .....	13
XII.	NOTICES AND SUBMISSIONS .....	15
XIII.	RETENTION OF JURISDICTION .....	16
XIV.	INTEGRATION .....	17
XV.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT .....	17
XVI.	EFFECTIVE DATE .....	17
XVII.	SIGNATORIES .....	17

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	Civil Action No.
	)	
v.	)	
	)	
	)	Consent Decree
JOTUN A/S,	)	
AMERON INTERNATIONAL CORP.,	)	
and THE VALSPAR CORP.	)	
	)	
Defendants.	)	
<hr/>		

**CONSENT DECREE**

**I. BACKGROUND**

1. This Consent Decree is entered into by the United States of America, Jotun Marine Coatings, Inc., Jotun A/S, a Norwegian Company, Ameron International Corporation ("Ameron"), and The Valspar Corporation ("Valspar") (collectively the "Parties" and individually, a "Party").

2. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended, seeking reimbursement of more than \$1.5 million in response costs incurred at or in connection with the release or threatened release of hazardous substances at the Ainsworth Paint and Chemical Corporation Superfund Site located on the corner of East Biddle Street and Edison Boulevard, Baltimore, Maryland ("the Site"). The United States also seeks a declaratory

judgment, pursuant to Section 113(g)(2) of CERCLA, 42 U.S.C. §§ 9613(g)(2), and 28 U.S.C. § 2201, on the defendants' liability for further response costs.

3. By entering this Consent Decree, the Settling Defendants (as defined below) do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the Complaint. By entering into this Consent Decree, or by taking any action in accordance with it, Settling Defendants do not admit any liability for any purpose or admit any issues of law or fact or any responsibility for any release or threatened release of hazardous substances, pollutants, or contaminants from the Site. Further, other than in a proceeding to enforce the terms of this Consent Decree, including determining the scope and purpose of it, this Consent Decree shall not be admissible in evidence or usable in any way, directly or indirectly, against Settling Defendants in any civil judicial or administrative proceeding.

4. Should the United States initiate an enforcement action related to the Site against any person, company or entity that is not a Party to this Consent Decree for Past Response Costs, as defined below, the Settling Defendants shall not be responsible for any enforcement costs incurred by the United States in any such enforcement action.

5. The Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of the claims against Settling Defendants will avoid prolonged, complicated, and costly litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest. THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION**

6. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Except as expressly permitted in this Consent Decree, the Settling Defendants consent to, and shall not challenge entry of, this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

7. This Consent Decree is binding upon, and shall inure to the benefit of, the United States and Settling Defendants, their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant, including but not limited to, any transfer of assets or real or personal property by such Settling Defendant, shall in no way alter the status or the benefits and responsibilities of the Parties under this Consent Decree.

## **IV. DEFINITIONS**

8. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any predecessor and successor departments, agencies, or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a).

h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or a lower case letter.

i. "Party" or "Parties" shall mean the United States and/or the Settling Defendants.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA have incurred in connection with the Site through the date of lodging of this Consent Decree, plus accrued Interest on all such costs through such date.

k. "Plaintiff" shall mean the United States.

l. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

m. "Settling Defendants" shall mean Jotun A/S, Jotun Marine Coatings, Inc., Ameron International Corporation, The Valspar Corporation, and their officers, directors, employees,

predecessors and successors in interest. Settling Defendants may be referred to individually as "Settling Defendant."

n. "Site" shall mean the Ainsworth Paint and Chemical Corporation Superfund Site, encompassing approximately 2 acres of property presently owned by the Ainsworth Paint and Chemical Corporation, located in Baltimore, Maryland. The Site shall include the areal extent of contamination, including but not limited to groundwater affected by the release of hazardous substances, pollutants, or contaminants from the Site and any areas to which such groundwater disperses.

o. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities (including EPA) and the predecessors and successors to such departments, agencies, and instrumentalities.

#### **V. REIMBURSEMENT OF PAST RESPONSE COSTS**

9. Within thirty (30) days after entry of this Consent Decree, Jotun shall pay \$199,500 in reimbursement of Past Response Costs. Jotun shall make the payment required by this Paragraph in accordance with Paragraphs 11 and 12 of this Consent Decree.

10. Within thirty (30) days after entry of this Consent Decree, Ameron and Valspar shall jointly pay \$600,000 in reimbursement of Past Response Costs. Ameron and Valspar shall make the payment required by this Paragraph in accordance with Paragraphs 11 and 12 of this Consent Decree. Ameron and Valspar shall be jointly and severally liable for that amount and for any related Interest or stipulated penalties owed pursuant to Paragraph 11 and Section VI of this Decree; and in the event either Ameron or Valspar fails to make the payments required under this Paragraph of the Consent Decree, the remaining Settling Defendant (as between Ameron and Valspar) shall be res'

such payments, including the payment of Interest and stipulated penalties on any unpaid portion of the payment required by this Paragraph.

11. For purposes of this Section, Interest shall accrue at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). In the event that any Settling Defendant fails to make payments required by Paragraphs 9 and 10 within the specified time period, that Settling Defendant shall pay Interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The Interest shall begin to accrue from the date on which payment was due. Interest payments made under this Paragraph shall be in addition to any other remedies or sanctions available to the United States for any Settling Defendant's failure to make timely payments as required by this Consent Decree. Interest payments shall be paid in accordance with the requirements of Paragraph 12 of this Consent Decree.

12. Payments required by Paragraphs 9 and 10 of this Decree shall be made by FedWire Electronic Funds Transfer ("EFT") to the United States Department of Justice account in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office, District of Maryland. The payments shall reference the name and address of the party making payment and EPA Site/Spill ID # 03EL, USAO File Number 1997R01625, and DOJ Case Number 90-11-3-06454. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendants shall send notice to EPA and DOJ that payment has been made in accordance with Section XII (Notices and Submissions) and to Docket Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, Philadelphia, PA 19103-2029.



## **VI. STIPULATED PENALTIES**

13. If any amount due to EPA by any Settling Defendant under this Consent Decree is not paid or any other requirement under this Consent Decree is not met by the required date, that Settling Defendant shall pay to EPA as a stipulated penalty, in addition to the Interest required by Paragraph 11, \$1,000 per violation per day that such payment is late.

14. If any Settling Defendant does not comply with Section X (Access to Information) or Section XI (Retention of Records), such noncomplying Settling Defendant shall pay to EPA, as a stipulated penalty, \$1,000 per violation per day of such noncompliance.

15. Stipulated penalties are due and payable within thirty (30) days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substances Superfund" and shall be sent to:

EPA Superfund  
U.S. EPA Region III  
ATTN: Superfund Accounting  
P.O. Box 360515  
Pittsburgh, PA 15251-6515

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, as well as EPA Region III Site/Spill ID # 03EL and DOJ Case Number 90-11-3-06454. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ as provided in Section XII (Notices

and Submissions) and to Docket Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, Philadelphia, PA 19103.

16. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the non-compliant Settling Defendant or other Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

17. If the United States brings an action to enforce this Consent Decree against any Settling Defendant(s), that Settling Defendant(s) shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Payments made under Paragraphs 13 - 16 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of that Settling Defendant(s) failure to comply with the requirements of this Consent Decree.

19. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

#### **VII. COVENANT NOT TO SUE BY PLAINTIFF**

20. Except as specifically provided in Paragraph 21, the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover

Past Response Costs at the Site. This covenant not to sue shall take effect as to each Settling Defendant upon receipt by EPA of all payments, including Interest and stipulated penalties, required from that Settling Defendant by Section V, Paragraphs 9-12 (Reimbursement of Past Response Costs to the United States) and VI (Stipulated Penalties). This covenant not to sue as to each Settling Defendant is conditioned upon the satisfactory performance by such Settling Defendant of his or its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

21. Reservation of Rights by the United States. The covenant not to sue set forth in Paragraph 20 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

- a. liability for failure of any Settling Defendant(s) to meet an applicable requirement of this Consent Decree;
- b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- c. criminal liability;
- d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 6906;
- e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs; and

### **VIII. COVENANT NOT TO SUE BY SETTling DEFENDANTS**

22. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at the Site for which the Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

23. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

### **IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

24. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

26. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

27. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

## **X. ACCESS TO INFORMATION**

28. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

29. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

30. Settling Defendants may assert that certain documents, records or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing documents, they shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the

document, record, or information; and 6) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

31. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

#### **XI. RETENTION OF RECORDS**

32. Unless otherwise agreed in writing by EPA at its sole discretion, until 3 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

33. After the conclusion of the document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records or documents to EPA. Settling Defendants may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by

federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following:

1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records and documents that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

34. By signing this Consent Decree, each Settling Defendant certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site.

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendant regarding the Site;



and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

## **XII. NOTICES AND SUBMISSIONS**

35. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

### **As to the United States:**

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
Re: 90-11-3-06454

### **As to U.S. EPA:**

Dennis M. Abraham  
Office of Regional Counsel (3RC41)  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Laura Janson, Chief  
 CERCLA, Cost Recovery Section  
 U.S. Environmental Protection Agency  
 Region III  
 1650 Arch Street  
 Philadelphia, PA 19103-2029

As to Jotun A/S:  
 Roger Truitt, Esquire  
 Piper Marbury Rudnick & Wolfe LLP  
 6225 Smith Avenue  
 Baltimore, Maryland, 21209-3600

As to Ameron International Corporation:  
 Attention: General Counsel  
 245 South Los Robles, Ave.  
 Pasadena, CA 91101-2820

and

Jenkins & Gilchrist  
 12100 Wilshire Boulevard, 15<sup>th</sup> Floor  
 Los Angeles, CA 90025

As to The Valspar Corporation:  
 Ronda Bayer, Esquire  
 Senior Counsel  
 The Valspar Corporation  
 1101 3<sup>rd</sup> Street, South  
 Minneapolis, MN 55415

### **XIII. RETENTION OF JURISDICTION**

36. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

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#### **XIV. INTEGRATION**

37. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

#### **XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

38. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

39. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

#### **XVI. EFFECTIVE DATE**

40. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

#### **XVII. SIGNATORIES/SERVICE**

41. Each undersigned representative of a Settling Defendant to this Consent Decree and the Chief, Environment and Natural Resources Division of the United States Department of Justice

certifies that he is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

42. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

43. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS 6<sup>th</sup> DAY OF August, 2001




United States District Judge

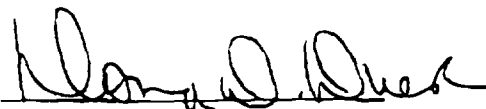
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Peter Ainsworth Smith, et al., Civil Action No. \_\_\_\_\_, relating to the Ainsworth Paint and Chemical Corporation Superfund Site.

FOR THE UNITED STATES OF AMERICA:

Date: April 23, 2001

  
W. BENJAMIN FISHEROW  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

Date: April 23, 2001

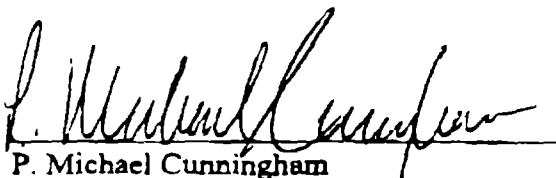
  
DONNA D. DUER  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(202) 514-3475

410 362 3134 P.22/23

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Peter Ainsworth Smith, et al., Civil Action No. \_\_\_\_\_, relating to the Ainsworth Paint and Chemical Corporation Superfund Site.

STEPHEN M. SCHENNING  
United States Attorney  
District of Maryland

By:




5/29/01

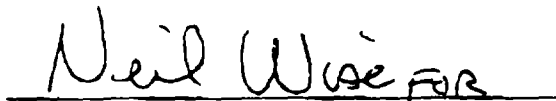
P. Michael Cunningham  
Assistant United States Attorney  
District of Maryland  
101 West Lombard Street  
6625 U.S. Courthouse  
Baltimore, MD 21201

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Peter Ainsworth Smith, et al., Civil Action No. \_\_\_\_\_, relating to the Ainsworth Paint and Chemical Corporation Superfund Site.


Date: MAY 24 2001

  
THOMAS C. VOLTAGGIO  
Acting Regional Administrator, Region III  
U.S. Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103-2029

Date: 5/22/01

  
LYDIA ISALES  
Acting Regional Counsel  
U.S. Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103-2029

Date: 5/11/01

  
MARCIA PRESTON  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103-2029

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Peter Ainsworth Smith et al., Civil Action No. \_\_\_\_\_, relating to the Ainsworth Paint and Chemical Corporation Superfund Site.

FOR SETTLING DEFENDANTS JOTUN A/S AND JOTUN MARINE COATINGS, INC.:

Date: Sandefjord/Norway - And Hards 2001

Tette Olsen  
Tette Olsen  
Group Vice President - Legal Affairs

Agent Authorized to Accept Service on Behalf of Above-signed Parties:


Roger Truitt  
Legal Counsel  
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Baltimore, MD 21209-3600



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Peter Ainsworth Smith et al., Civil Action No. \_\_\_\_\_, relating to the Ainsworth Paint and Chemical Corporation Superfund Site.

FOR SETTLING DEFENDANT AMERON INTERNATIONAL CORP.

Date: April 4, 2001

  
Javier Solis  
Senior Vice President  
245 So. Los Robles Avenue  
Pasadena, CA 91101

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Javier Solis

Title: Senior Vice President

Address: 245 So. Los Robles Avenue  
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8/6/21